

Complaint No. 2010-000285 )  
 )  
TEVA NEUROSCIENCE, INC )  
901 E. 104<sup>th</sup> St, Suite 900 )  
Kansas City, MO 64131 )

Teva Neuroscience, Inc. (Teva) and the Missouri Board of Pharmacy (Board) enter into this Settlement Agreement for the purpose of resolving the question of whether Teva's license as a pharmacy, no. 2004011693, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,<sup>1</sup> the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the Board under § 621.110, RSMo Cum. Supp. 2009. The Board and Teva jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Cum. Supp. 2009.

<sup>1</sup> All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

against it at the hearing; the right to present evidence on its behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the charges pending against it; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the Board at which time Teva may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the Board.

Being aware of these rights provided to it by law, Teva knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to it.

Teva acknowledges that it has received a copy of documents that were the basis upon which the Board determined there was cause for discipline, along with citations to law and/or regulations the Board believes were violated. Teva stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Board that Teva's license as a pharmacy, license no. 2004011693, is subject to disciplinary action by the Board in accordance with the relevant provisions of Chapter 621, RSMo, and Chapter 338, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the Board and Teva in Part II herein is based only on the agreement set out in Part I herein. Teva understands that the Board may take further disciplinary action against it based on facts or

conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

**I.**  
**Joint Stipulation of Facts and Conclusions of Law**

Based upon the foregoing, the Board and Teva herein jointly stipulate to the following:

1. The Board is an agency of the state of Missouri created and established by § 338.110, RSMo 2000, for the purpose of administering and enforcing the provisions of Chapter 338, RSMo, as amended.
2. Licensee is a Missouri corporation that is currently licensed by the Board as a pharmacy, license no. 2004011693, for its location at 901 E. 104<sup>th</sup> St, Suite 900, Kansas City, MO, 64131.
3. Teva operates its license under the name Shared Solutions Pharmacy (Shared Solutions).
4. On October 31<sup>st</sup>, 2009, Shared Solutions' pharmacy license expired.
5. On November 4<sup>th</sup>, 2009, Shared Solutions submitted an application to renew the license.
6. On November 5<sup>th</sup>, 2009, the Board renewed the pharmacy license for Shared Solutions.
7. From November 2<sup>nd</sup> to 4<sup>th</sup>, Shared Solutions continued operations as a pharmacy with an expired license.

8. Teva's conduct as stated above is in violation of Chapter 338.220.1, RSMo Cum. Supp. 2009, which states in pertinent part:

It shall be unlawful for any person, copartnership, association, corporation or any other business entity to open, establish, operate or maintain any pharmacy, as defined by statute without first obtaining a permit or license to do so from the Missouri board of pharmacy [.]

9. Teva's conduct as stated above provides cause to discipline pursuant to § 338.055.2(6), which state in pertinent part:

The board may cause a complaint to be filed with the Administrative Hearing Commission as provided by Chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered his certificate or registration or authority, permit or license for any one or any combination of the following causes:

\* \* \*

(6) Violation of, or assisting or enabling any person to violate, any provision of this chapter, or of any lawful rule or regulation adopted pursuant to this chapter;

## **II. Joint Agreed Disciplinary Order**

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of § 536.060, RSMo, and §§ 621.045.3 and 621.110, RSMo Cum. Supp. 2009.

1. **Teva's license is PUBLICLY CENSURED.**

2. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning any future violations by Teva of Chapter 338, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

3. This Settlement Agreement does not bind the Board or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the Board or may be discovered.

4. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

5. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

6. The parties to this Settlement Agreement understand that the Board will maintain this Settlement Agreement as an open record of the Board as required by Chapters 338, 610, and 324, RSMo, as amended.

7. Teva, together with its partners, shareholders, officers, directors, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the Board, its respective members, employees, agents and

attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not limited to, any claims pursuant to § 536.087, RSMo (as amended), or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

8. Teva understands that it may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Teva's license. If Teva desires the Administrative Hearing Commission to review this Settlement Agreement, Teva may submit its request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

9. If Teva requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the

Settlement Agreement sets forth cause for disciplining Teva's license. If Teva does not request review by the Administrative Hearing Commission, then this Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the Board.

LICENSEE

Larry R. Downey 11/12/10  
Teva Neuroscience, Inc. Date

By: \_\_\_\_\_  
Larry R. Downey

MISSOURI BOARD OF PHARMACY

Kimberly A. Grinston  
Kimberly A. Grinston, Executive Director  
Date: 12-7-10

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